

Bill No. 7  
2018

By-law No. A.-\_\_\_\_\_

A by-law to authorize and approve a Purchasing Agreement between Extencicare (Canada) Inc. carrying on business as SGP Purchasing Partner Network ("SGP") and The Corporation of the City of London for the purpose of providing group purchasing services of a Supply Chain Group Purchasing Organization under which the City will purchase food products and other services and products for City service areas, including the Dearness Home.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, provides that a municipal power shall be exercised by by-law;

AND WHEREAS, The Corporation of the City of London wishes to enter into an Purchasing Agreement with Extencicare (Canada) Inc., carrying on business as SGP Purchasing Partner Network ("SGP"), 3000 Steeles Ave., Markham, Ontario, L3R 9W2, for SGP to act as the Supply Chain Group Purchasing Organization under which the City may purchase food products and other services and products for City service areas, including the Dearness Home;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Purchasing Agreement attached as Schedule "A" to this by-law, between Extencicare (Canada) Inc. carrying on business as SGP Purchasing Partner Network ("SGP") and The Corporation of the City of London for the purpose of providing group purchasing services of a Supply Chain Group Purchasing Organization under which the City will purchase food products and other services and products for City service areas, including the Dearness Home, be authorized and approved.
2. The Mayor and City Clerk be authorized to execute the Purchasing Agreement authorized and approved in section 1, above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 12, 2017.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – December 12, 2017  
Second Reading – December 12, 2017  
Third Reading – December 12, 2017

## Schedule "A"

### PURCHASING AGREEMENT

between

**EXTENDICARE (CANADA) INC. carrying on business as  
SGP PURCHASING PARTNER NETWORK ("SGP")**

and

**The Corporation of the City of London, Ontario Canada  
("Member")**

#### WHEREAS:

- A. SGP is a provider of group purchasing services through membership in its SGP Purchasing Partner Network Program (the "**Volume Discount Program**"), whereby members of the Volume Discount Program ("**VDP Members**") benefit from volume discounts negotiated by SGP on certain goods and services (including, but not limited to, administration, clinical, food service, housekeeping, laundry, recreation and therapy, maintenance, capital equipment, furniture, and fixtures) purchased by VDP Members from vendors ("**VDP Vendors**") participating in the Volume Discount Program.
- B. The Member hereby chooses SGP as the provider of group purchasing services for **The Corporation of the City of London, Ontario Canada** and agrees to participate in the Volume Discount Program on the terms and conditions set out in this Agreement.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

#### VOLUME DISCOUNTS

1. The Member is entitled to purchase goods and/or services from VDP Vendors. A current list of the VDP Vendors and their prices/programs is posted on SGP's website ([www.silvergrouppurchasing.com](http://www.silvergrouppurchasing.com)). This list will be updated by SGP and distributed to the Member via email to the email address set out in Section 11 on a periodic basis when VDP Vendors and/or prices/programs change.
2. The Member's name shall be provided by SGP to each VDP Vendor on the list and thereafter the Member will be permitted to purchase goods and/or services from those vendors at the stated prices, subject only to meeting any financial or credit requirements of the VDP Vendor.
3. The Parties understand and agree that the Member is not obligated to purchase any goods or services from any VDP Vendor, but that all VDP Vendors will be notified by SGP of the Member's enrollment in the Volume Discount Program.

#### WARRANTY & INDEMNITY

4. The Member and SGP hereby agree to indemnify and hold harmless each other and their respective directors, officers, councilors, and employees from and against all claims, actions, causes of action, damages, losses, liabilities, costs, and expenses they may incur due to or arising from the indemnifier's obligations pursuant to this Agreement. This indemnity survives the termination of this Agreement.

## **TERM AND TERMINATION**

5. The term of this Agreement is for three (3) years and shall commence on the date the Agreement is fully executed. The City of London at its absolute sole discretion has the option to renew the Agreement for a further two (2) years.
6. This Agreement may be terminated by either party with one hundred and twenty (120) days' prior written notice to the other, unless the cause of termination is
  - (a) non-payment of the Fee within thirty (30) days of becoming due, or
  - (b) the Member makes a false statement in the statement referred to in Section 10, in which case SGP may terminate this Agreement with immediate effect.

## **MEMBERSHIP FEE (FEE IS WAIVED)**

7. The fee has been waived for The Corporation of the City of London, Ontario Canada
8. The Membership is effective January 1, 2018.

## **INSURANCE**

9. SGP shall obtain and maintain during the term of this Agreement insurance coverage as follows:
  - (a) General Liability Insurance in the amount of \$5,000,000 on which the City shall be included as an additional insurance with respect to incidents arising from work performed under this Agreement;
  - (b) The insurance will not be canceled or permitted to lapse unless the City is provided with at least thirty (30) days' prior written notice.
  - (c) SGP Shall provide the Member with evidence that the insurance is in force promptly upon commencement of this Agreement.
  - (d) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the Agreements as it may be reasonably required.
  - (e) Failure by SGP to satisfactorily meet the Insurance requirements of City shall be deemed a breach of this Agreement.

## **CONFIDENTIALITY**

10. The Member acknowledges that it will have access to confidential and proprietary information and that it will make its best efforts to protect this information from inadvertent release to unauthorized parties.
11. SGP acknowledges that information over which the Member exercises control is subject to the Municipal Freedom of Information and Protection of Privacy Act, and local municipal by-laws and that disclosure and retention of information is subject to those, and other legal obligations.
12. All purchasing information is available on SGP's website, which is accessible only to VDP Members in good standing. Before access to the website is provided to the Member, the Member must complete and execute the Website Confidentiality Form, a copy of which is attached to this Agreement as Schedule "A".

## NOTICE

Every notice or other communication provided for or permitted by this Agreement and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered by hand, by registered mail, by facsimile or by email to the party to whom it is to be given at:

### To SGP:

SGP Purchasing Partner Network  
3000 Steeles Avenue East, Suite 103  
Markham, Ontario L3R 4T9

Attention: Senior Director SGP and Vice President SGP  
Telephone: 1.800.263.7025  
Facsimile: 1.866.468.0777  
Email: [csr@sgpnetwork.com](mailto:csr@sgpnetwork.com)

### To Member:

**The Corporation of the City of London**  
267 Dundas Street, 4<sup>th</sup> Floor, London, ON N6A 1H2

Attention: Sarah Denomy, CPPB - Procurement Officer  
Telephone: 519.661.CITY (2489) x 4715  
Facsimile: 519.661.5030  
Email: [sdenomy@london.ca](mailto:sdenomy@london.ca)

## GENERAL PROVISIONS

13. The Member hereby acknowledges that SGP may modify any part of the Volume Discount Program including, but not limited to, the number and/or identity of VDP Vendors and the amount of the Fee in its sole discretion, provided that SGP provides reasonable notice to the Member of any such change.
14. The Member shall not have the right to assign, directly or indirectly, its rights and obligations under this Agreement without the prior written consent of SGP, which consent may be unreasonably withheld.
15. SGP acknowledges that all stated deliverables contained in the RFP17-11 submission will be fulfilled. Failure by SGP to satisfactorily meet the deliverable requirements of City shall be deemed a breach of this Agreement.
16. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.
17. All amounts stated herein are expressed in Canadian currency.
18. The parties acknowledge and agree that this Agreement may be executed in counterparts and delivered by means of facsimile or email transmission.
19. This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario.
20. If any covenant, obligation or agreement in this Agreement or the application thereof to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is invalid or unenforceable will not be

affected thereby and each covenant, obligation and agreement in this Agreement will be separately valid and enforceable to the fullest extent permitted.

21. The Schedules attached hereto form part of and shall be construed in accordance with this Agreement.
22. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no covenants, representations, agreements, warranties or conditions relating to this Agreement, whether express or implied, collateral or otherwise except those set out herein.

[Signature page follows.]

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the \_\_\_\_\_  
day of \_\_\_\_\_, 201\_\_.

**EXTENDICARE (CANADA) INC. carrying on  
business as SGP Purchasing Partner  
Network**

Per: \_\_\_\_\_  
Name: Jason Horne  
Title: Senior Director

Per: \_\_\_\_\_  
Name: Gary Loder  
Title: Vice President

I/We have authority to bind the Corporation.

**The Corporation of the City of London**

Per: \_\_\_\_\_  
Name: Matt Brown  
Title: Mayor

Per: \_\_\_\_\_  
Name: Catharine Saunders  
Title: City Clerk

I/We have authority to bind the Corporation.

WSLegal\035055\00189\8791423v5

## SCHEDULE "A"

### WEBSITE CONFIDENTIALITY FORM

See attached.

Dear Valued Members:

Welcome to our Website!

#### WEBSITE INCLUDES:

- Public domain – general Silver Group Purchasing information
- Member domain – confidential & proprietary information
  - contracts, menu systems, supplier information/links
  - login username & password is required
  - signed authorization form returned to SGP to obtain username & password
  - immediately accessible with login & password
- Quick & convenient access to the SGP Program increasing your productivity
- Current information at your finger tips
- **Going Green!** We are reducing paper flow

#### HOW TO GET ACCESS:

It is necessary that participants understand the confidentiality of the SGP Purchasing Partner Network Program

1. To access the member domain of the SGP website, we require a signed copy of the authorization form below indicating that you understand that the Silver Group Purchasing program and information on the website is proprietary and confidential.
2. Provide the email address of the Facility Administrator/Manager who will be responsible for the compliancy of users and passwords. Please fill in the Website Confidentiality Form with all users' information and return to us. Thank you.
3. Email your completed form to:

**Sandra Curcio**

**Email:** [csr@sgpnetwork.com](mailto:csr@sgpnetwork.com)

**Toll Free:** (800) 263-7025

If you have any questions or would like a verbal walk-through of the website, please do not hesitate to call either one of us.

Thank you, SGP Team

**WEBSITE CONFIDENTIALITY FORM****ACCESS TO Silver Group Purchasing WEBSITE****AUTHORIZATION of ACKNOWLEDGEMENT  
of  
SGP Purchasing Partner Network PROGRAM**

I, \_\_\_\_\_, (Facility Administrator/Manager) understand that the information on the **SGP** website ([www.silvergrouppurchasing.com](http://www.silvergrouppurchasing.com)) is proprietary and confidential. This information will not be shared with NON-SGP members.

**Users:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Facility Administrator / Manager Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Facility Name\_\_\_\_\_  
Email